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## SECTION 1

### STATEMENT OF WORK JANITORIAL, AIR CONDITIONING AND MASONRY SERVICES FOR RESIDENCE LOCATED AT URBANIZACION PUERTO AZUL

#### 1.0 GENERAL INFORMATION

The U.S. Consulate Guayaquil requires the following services under a fixed price contract:

1. Perform a deep cleaning of the property. This cleaning will encompass washing, scrubbing, steam cleaning and servicing all floors and walls demonstrating long term build-up of dust, dirt, and grime. In circumstances where the dirt has accumulated into crevices hardware, some disassembly and reassembly may be required. This cleaning shall include, but no be limited to the following:
  - a. Janitorial services for real property managed by the U.S. Government at Guayaquil, Ecuador. The Contractor shall perform janitorial services in all designated spaces including, but not limited to halls, bedrooms, bathrooms, living rooms, dining room, kitchen, storage areas, stairways, outdoor walkways, terraces, balconies, patio, and garages of residence located at Urbanización Puerto Azul, via a la Costa .
  - b. Servicing of all A/C units in the property. The air conditioner system shall include, but is not limited to: evaporator, vents, canvas, thermostat, controllers, selectors, worms & gears, bearings and hubcaps, rotating elements, windings & fan coils, contacts & relays, resistors & transformers and solid state devices; water pumps, operating valves, electronic devices replacement, remote controls and all other air conditioner accessories.
  - c. Masonry services: Removing, cleaning and replacing grout, old caulking, in all places needed (to be defined in site visit), as places found with mold, mildew, or broken tiles in floors and walls.

The Contractor shall furnish all managerial, administrative, and direct labor personnel necessary as also provide all necessary materials, supplies and equipment to accomplish the work in this contract. The Contractor employees shall be on site only for contractual duties and not for other business purposes. The contract will be for a period of five (5) days from the date of the Notice to Proceed.

The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to provide the services identified in paragraph # 3.

#### 1.1. PRICES AND PERIOD OF PERFORMANCE

The price listed below shall include labor, materials, transportation and any additional fee included on this service. The Government will pay the Contractor the fixed price for standard services that have been satisfactorily performed.

1.1.1 **VALUE ADDED TAX.** Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is 12%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. Full VAT amount is charged on all aspects of the contract.

#### 1.1.2 **BASE PERIOD**

A. **Standard Services.** The firm fixed price for the period of the contract is:

<b>Description of services</b>	<b>Price per unit</b>	<b>Total price</b>
Janitorial services		
Total square meters:		
Air conditioning services		
A/C units:		
Masonry services		
Total square meters:		
Sub Total		
VAT		
<b>TOTAL</b>		

#### 1.2 **GENERAL INSTRUCTIONS**

The contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within two (2) days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

#### 1.3 **DEFINITIONS**

1.3.1 "General Instructions" mean those instructions, directives and guidelines that apply to all contractor's personnel.

1.3.2 "Consulate General" means the New Consulate Compound (NCC) and all structures within the new enclosed compound in San Eduardo.

1.3.3 "S-199" means the official USG leased residence in Puerto Azul, Mz. B8 villa 4.

#### 1.4 **DUTIES AND RESPONSIBILITIES**

1.4.1 Certain areas listed in paragraph # 3 require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.



- 1.4.2. Contractor shall schedule all requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis, and the work should be completed up to five (5) days after the award.
- 1.4.3. The COR shall determine the schedules presented which meet the needs of the individual facility.

## 1.5 TYPES OF SERVICES

Standard Services shall include the following work:

- 1.5.1 Cleaning Requirements shall consist of:
  - 1.5.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and others using germicidal detergents. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water. Dusting windowsills and blinds.
  - 1.5.1.2 Dusting and cleaning all furniture including tables, beds, nightstands, dressers, desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in a residential environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.
  - 1.5.1.3 Vacuuming and steam cleaning of all furniture, sofas, ottomans, mattresses, drapes, curtains, furniture protectors, all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. The contractor shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and then replace them in the original position.
  - 1.5.1.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants, all biodegradables. All surfaces shall be free of grime, soap scum, mold, and smudges.
  - 1.5.1.5 Emptying all wastepaper baskets, recycling bins, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located. Cleaning and sanitizing the trash holding area.
  - 1.5.1.6 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames.

- 1.5.1.7 Sweeping debris from walkways and driveways and hose cleaning them during appropriate seasons (taking into consideration environmental restrictions on water if necessary).
- 1.5.1.8 Pick-up and remove all trash and debris from areas near walkways and driveways ensuring the professional clean appearance of the property.
- 1.5.1.9 Polishing all brass surfaces including door and window handles, plaques, etc.
- 1.5.1.10 Cleaning all appliances inside and out including vacuuming dust from around motor areas.
- 1.5.1.11 Deep clean stove/oven range, exhaust fan units using degreasing solutions.
- 1.5.1.12 Ceiling fans wipe for dust
- 1.5.1.13 Cleaning inside window glass and sash of smudges and accumulated dirt.
- 1.5.1.14 Washing the outsides of the windows. When completed the windows shall be free of smudges, lint, or streaks from the surfaces.
- 1.5.1.15 Removing and washing window blinds.
- 1.5.1.16 Cleaning gutters and down spouts of all collected debris.
- 1.5.1.17 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks. Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.
- 1.5.2. Air Conditioning services shall include the following work:
  - 1.5.2.1 Summary of Services.

To service split units, remote controls in accordance with the manufacturer's specifications, the Contractor shall perform all the following services:

    - Examine, clean, lubricate, adjust, repair and replace:
      - ✓ A/C machines (chiller and split units)
      - ✓ Electrical motors and condensers
      - ✓ Fan coil and handlers
      - ✓ Controllers
      - ✓ Selectors
      - ✓ Evaporators
      - ✓ Vents
      - ✓ Canvas
      - ✓ Thermostat



- ✓ Dispatcher & relay panels and parts thereof, including:
  - Worm gears
  - Bearings and hubcaps
  - Rotating elements
  - Windings & fan coils
  - Contacts & relays
  - Resistors & transformers
  - Solid state devices

1.5.2.2 Replace fan coil's air filters. Replace split unit's air filters.

1.5.2.3 Examine or replace motor belts and turbines of fan coil in handlers.

1.5.2.4 Clean and drain fan coil in handlers using germicidal detergent.

1.5.2.5 Examine water pump bearings, electrical wires and contacts and electrical consumption test.

1.5.2.6 Examine, repair or replace chiller's fan motors, electrical and mechanic conditions and bearings.

1.5.2.7 Control oil level of chiller's compressors and level of gas/water escape.

1.5.2.8 Examine chiller's electrical consumption and starter's contacts.

1.5.2.9 Dismantle, clean, examine, replace, reassemble and adjust worn parts.

1.5.3 Caulking, grouting, shall include the following work:

1.5.3.1 Identifying in floors and walls all spots where tiles are cracked, broken, missing, where grout or caulking is old, with mold, debris or chipped. Report the U.S. Government of the spots found.

1.5.3.2 Remove caulking/grouting in the identified spots. Clean deeply with products, previously approved by the U.S. Government POSHO officer. In order to obtain this approval, the Contractor shall submit the Material Safety Data Sheet for each of the products to be used at the residence and specify the procedures of application of each of these products.

1.5.3.3 Apply new grouting/caulking in colors similar to the tiles where work is done.

1.5.3.4 Clean tiles, removing the exceeding material from tiles and grouts.

## 2.0 MANAGEMENT AND SUPERVISION

2.1 The contractor shall designate a Project Manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal

point for the Contractor and shall be the point of contact with U.S. Government personnel.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. Standard Services shall be delivered between the hours of 8:30 and 16:30, Monday through Friday. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

2.3 The Contractor shall be responsible for quality control.

2.4 The Contractor shall control overtime through efficient use of the work force.

### 3.0 LOCATIONS FOR SERVICES

All standard services are to be delivered on regular Consulate working days, in residence located at Urbanizacion Puerto Azul, Mz. B8 villa 4. See Attachment # 1 with pictures as a reference.

### 4.0 PERSONNEL

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

#### 4.2.1 Standard of Conduct.

4.2.1. Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). All employees must be wearing uniform upon entrance to the residence.

4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.



4.2.5. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

4.3. Notice to the Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.4. Personnel Security

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. For each individual the list shall include:

Full Name

Place and Date of Birth

Current Address

Identification number and/or cedula number

4.4.2. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

## 5.0. MATERIALS AND EQUIPMENT

5.1 The Contractor shall provide all necessary materials, supplies and equipment, including mops, brooms, dust rags, detergents, cleaners, etc. to perform the work identified in this contract. The Contractor shall submit the Material Safety Data Sheet for each of the products to be used at the residence and specify the procedures of application of each of these products. No product, material, supply or procedure may be applied to the house without written consent of the POSHO officer.

5.2 The Contractor shall provide trained air conditioner mechanics, who can act as supervisors and technicians with the appropriate tools and testing equipment for scheduled maintenance, unscheduled repairs, emergency repairs/assistance, safety inspection and safety testing as required by this contract. The Contractor shall provide all



of necessary repair parts, materials and supplies to maintain, service, inspect and test the air conditioners as required by this contract.

6.0. CONTRACTOR FURNISHED PROPERTY/EQUIPMENT

- 6.1 The Contractor shall provide all necessary property, equipment, items supplies and materials, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.
- 6.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.

7. INSURANCE

- 7.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:
- 7.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
1. Bodily Injury stated in US Dollars:

Per Occurrence	As per Ecuadorian Social Security
Cumulative	As per Ecuadorian Social Security
  2. Property Damage stated in US Dollars:

Per Occurrence	\$200.00
Cumulative	\$500,000.00
- 7.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- 7.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.
- 7.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:
- a) any property of the Contractor,

- b) its officers,
- c) agents,
- d) servants,
- e) employees, or
- f) any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

- 7.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- 7.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.
- 7.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

#### 8.0. LAWS AND REGULATIONS

- 8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 8.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

#### 9. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery To</u>	<u>Date</u>
1.1 General Instructions	1	COR	2 days after award
1.3.2 Schedules	1	COR	2 days after award



4.4.1 List of Personnel	1	COR	2 days after award
7. Evidence of Insurance	1	COR	2 days after award
8. Licenses/Permits	1	COR	date of award

#### 10. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

10.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

10.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month and/or no more than one (1) unsatisfactory rating. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

#### 10.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint and/or unsatisfactory rating.

(c) If the COR determines the complaint and/or unsatisfactory rating is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint and/or unsatisfactory rating is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints and/or unsatisfactory rating.

(f) If the Contractor disagrees with the complaint and/or unsatisfactory rating after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint and/or unsatisfactory rating.

(g) The COR will consider complaints and/or unsatisfactory rating as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints and/or unsatisfactory rating are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

#### 11. CONTRACTING OFFICER'S REPRESENTATIVE (COR) (652.242-70 – AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Engineer and/or the Maintenance Supervisor and/or the Housing Assistant in his absence.

#### 12. SITE VISIT AND QUOTATION SUBMITTAL

A site visit will be held on Friday August 8, 2014 at 15h00 at Puerto Azul, Mz. B8 villa 4, Guayaquil. Prospective offerors/quoters should contact Luisa Jaramillo at (04) 371-7138 or by e-mail at [GuayaquilContracting@state.gov](mailto:GuayaquilContracting@state.gov) for additional information.

Quotes indicating price, materials, products, MSDS must be received two days after the site visit. Quotes presented after this period will not be considered in the competition. Questions may be sent by mail to [GuayaquilContracting@state.gov](mailto:GuayaquilContracting@state.gov) during the day after the site visit. Answers will be submitted in writing only to vendors who were present in the site visit.

#### 13. INVOICES AND PAYMENT

Individual invoices shall be submitted for each order, accompanied by the task order and inventory list. Invoices shall be submitted in the original with one (1) copy to the Contracting Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

Embajada Americana

RUC # 1791845986001

[please insert final purchase order/contract number]



Calle Santa Ana y Av. José Rodríguez Bonín  
Sector San Eduardo  
Teléfono: 371-7000  
Guayaquil, Ecuador

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

[please insert final purchase order/contract number]  
Calle Santa Ana y Av. José Rodríguez Bonín  
Sector San Eduardo  
Teléfono: 371-7000  
Guayaquil, Ecuador

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.



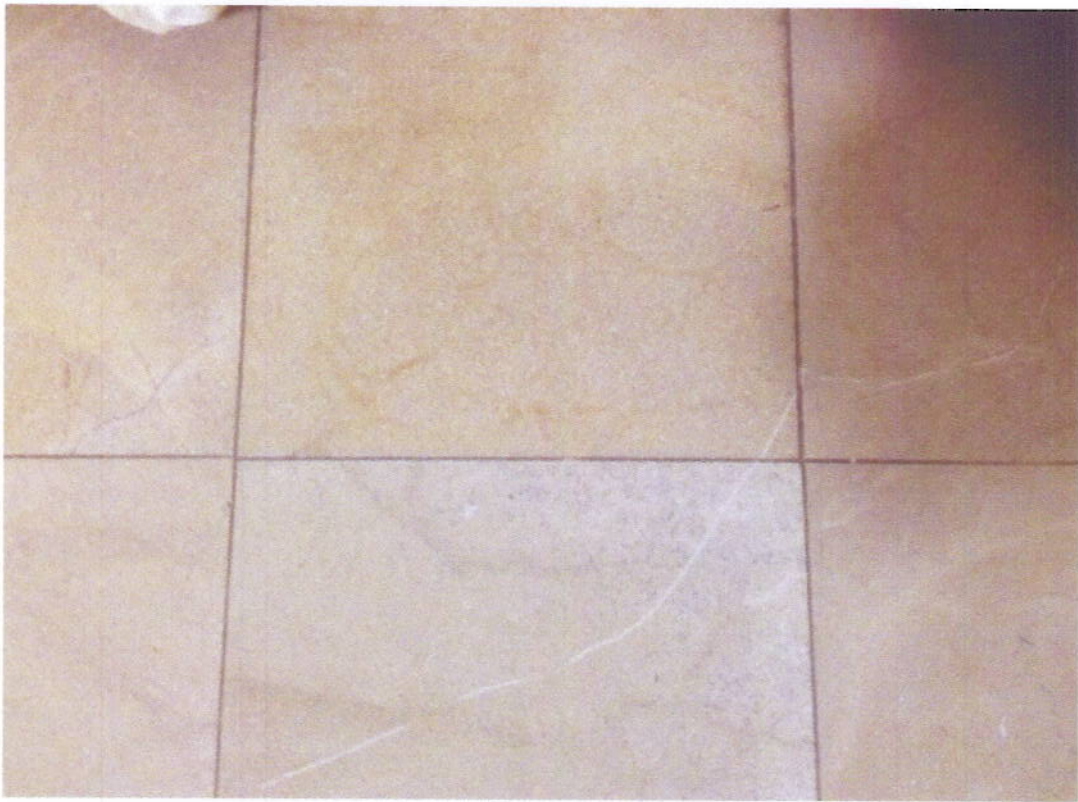
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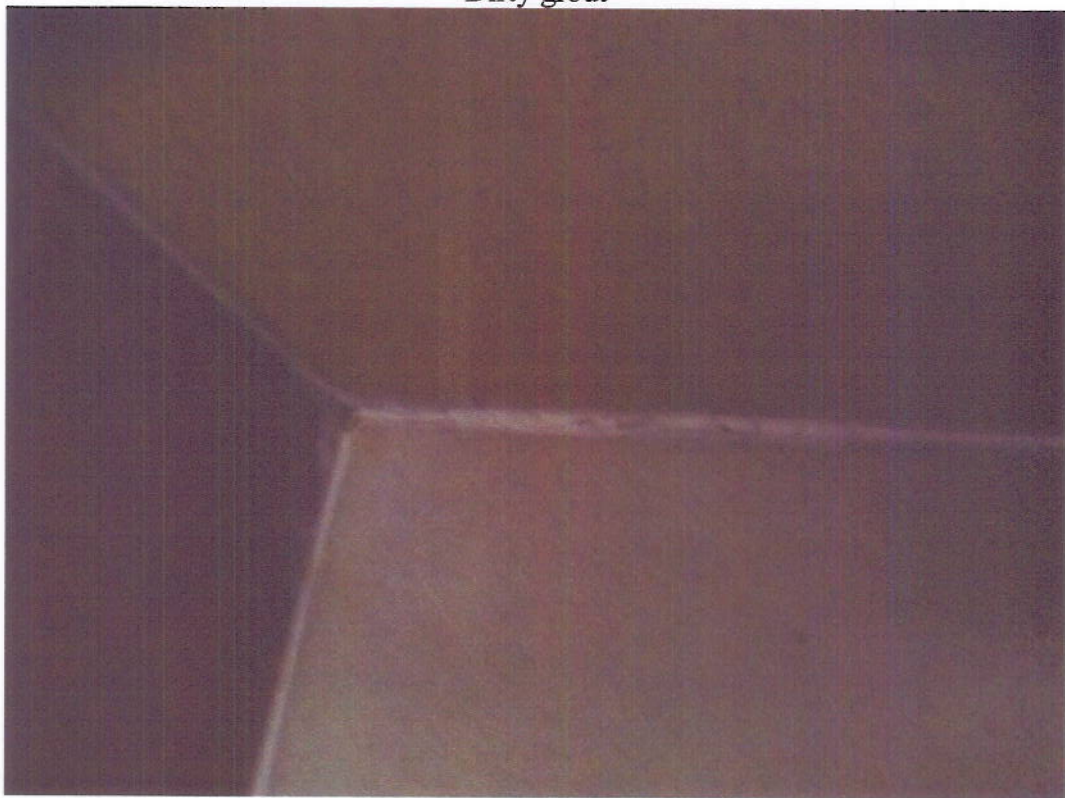
Mold and scum



Grease and stove



Dirty grout



Dirty grout



## SECTION 2 – CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013) is incorporated by reference. (See SF-1449, block 27a).

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (31 U.S.C. 3332).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.



### SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

#### ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
  - (a) Name of a Project Manager (or other liaison to the Consulate) who understands written and spoken English;
  - (b) Quote should include past performance references with names, phones of contracting person, pictures of related work or any other information that could demonstrate quality of the services requested.
  - (c) Samples of all materials to be used in the job should be submitted with the quote to U.S. Consulate's offices.
  - (d) Offerors should specify amount of interior square meters to be painted, in the quote.

The chosen vendor, once given notice to proceed, will need to complete services required within five (5) calendar days. If the work is not completed during this period according to the Consulate's requirements, US Consulate may apply clauses stated in 52.212-4 –Contract Terms and Conditions – Commercial Items (Feb 2012), terminate the contract or apply a discount in the price of the work performed.

This job will be awarded after competition between interested vendors, and the lowest priced, technically acceptable offer will be selected.